



Pafoong Insurance
寶豐保險

Pafoong Insurance Company (Hong Kong) Limited
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寶豐保險（香港）有限公司
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Domestic Helper Insurance Policy 家庭傭工保險單

Insuring Agreement

This is your *Domestic Helper* Insurance Policy and is the evidence of the contract made between you and us (“Pafoong Insurance Company (Hong Kong) Limited”). We will insure you during the *Period of Insurance* on the terms set out in this *Domestic Helper* Insurance Policy in return for your premium payment.

The Schedule, Policy jacket and any endorsements are part of the Policy. They show which Sections are in force and contain the details of your insurance. Use the Schedule to find the Sections you have insured and the applicable limits or excesses. Read them carefully. You should also pay particular attention to the Conditions and Exclusions in the Policy, which set out all the circumstances in which you can make a claim.

The proposal and declaration made by you are incorporated in and form part of the contract. You must notify us of any change of material information as soon as possible instead of at next renewal since failure to do so could invalidate your Policy.

Part I – Definitions

Certain words in the Policy have specific meanings. These meanings are given below. To help you identify these words in the Policy we have printed them in italics throughout.

You/Your/Policyholder	The Person named as “The Insured” in the Schedule.
We/Us/Our/Company/Pafoong	Pafoong Insurance Company (Hong Kong) Limited
Period of Insurance	That period for which we have accepted your premium as stated in the Schedule.
Domestic Helper	Person employed by you as a <i>domestic helper</i> at home. The feminine gender mentioned in the Policy shall include also the masculine.
Accident/Accidental	A sudden, unexpected, unforeseen event not under the control of you or your <i>domestic helper</i> and resulting in a loss.
Disease	The occupational diseases specified in the Second Schedule of the Employees’ Compensation Ordinance.

Injury/Bodily Injury

Accidental death and injury including disease.

Sickness

Any *sickness* or *disease* which requires and receives the services of a registered medical practitioner in *Hong Kong*.

Accidental Death

Death occurring within twelve calendar months arising out of and as a direct result of an *accident*.

Permanent/Permanently

Lasting 12 consecutive months from the date of *accident* and at the expiry of that period being beyond hope of improvement.

Loss of Limb

Means as a result of an *accident* either (i) loss by physical separation at or above the wrist or ankle joint or (ii) total and *permanent loss of use*.

Loss of Use

Total functional disablement and is treated like the total loss of the said limb or organ.

Loss of Sight

Total and irrecoverable *loss of sight* of an eye by *accident* or surgical operation necessitated thereby rendering your *domestic helper* absolutely blind beyond remedy by surgical or other treatment.

Law

The *law of Hong Kong* including but not limited to the Employees’ Compensation Ordinance and/or Common *Law*.

Hospital

An establishment legally registered as a *hospital* for the purpose of giving medical care and treatment of sick or injured persons on a resident in-patient basis and shall not include clinics, nursing, rehabilitation or convalescent homes.

Excess

The first part of a claim which you must pay.

Hong Kong

The Hong Kong Special Administrative Region of the People’s Republic of China

Part II – Coverage

Summary of Cover

Section & Coverage	Maximum Limit (HK\$)
1. Liability under the Employees’ Compensation Ordinance and at Common <i>Law</i>	100,000,000 any one event
2. Subsidy for employing temporary helper if your <i>domestic helper</i> is hospitalized	200 per day, maximum 30 days
3. Repatriation expenses or return of body/ashes of your <i>domestic helper</i> to home country due to death or serious <i>sickness</i> or <i>bodily injury</i>	10,000
4. Personal <i>Accident</i> a. <i>Accidental death</i> b. Total and <i>permanent</i> loss of two or more limbs c. Total and <i>permanent loss of sight</i> of both eyes d. Total and <i>permanent</i> loss of one limb and sight of one eye e. Total and <i>permanent</i> loss of one limb f. Total and <i>permanent loss of sight</i> of one eye	100,000 100,000 100,000 100,000 50,000 50,000
5. Hospitalization expenses incurred resulting from <i>bodily injury</i> or <i>sickness</i> including surgical operation, <i>hospital</i> charge, miscellaneous medical expenses and daily room and board - sub-limit for room and board	20,000 each year 5,000 each and every claim 300 per day
6. Out-patient Medical Expenses - Limit for consulting medical practitioner, specialist or pathologist - Limit for consulting registered dentist	2,000 each year 200 per visit 2/3 of the expenses incurred, maximum 300 per visit
7. Subsidy for changing door locks if the <i>domestic helper</i> is dismissed due to conviction of criminal offence	500 each year
8. Subsidy for employing temporary helper if the <i>domestic helper</i> is dismissed due to conviction of criminal offence	200 per day, maximum 30 days

Section 1 – Employees’ Compensation Ordinance Cover

- 1.1 If any *domestic helper* in *your* immediate service shall sustain *bodily injury* by *accident* or *disease* during the *Period of Insurance* and arising out of and in the course of her employment by *you*, *we* will subject to the Jurisdiction Clause and the terms, exclusions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy) indemnify *you* against liability at *law* to pay compensation and claimant’s costs and expenses in respect of such *injury* and will in addition pay all costs and expenses incurred with *our* written consent.
- 1.2 *We* will also in the event of *your* death indemnify *your* legal personal representatives on the Terms of this Policy in respect of liability incurred by *you* provided that such legal personal representatives shall as though they were *you* observe, fulfill and be subject to the Terms of this Policy in so far as they can apply.
- 1.3 Avoidance of Certain Terms and Right of Recovery
If *we* are obliged by *law* to pay an amount for which *we* would not otherwise be liable under this Policy, *you* shall repay the amount to *us*.
- 1.4 Special Condition
- (a) If there is any change in *your* liability under the *law*, this Policy shall remain in force but *our* liability to *you* shall remain unchanged unless special extension is provided in writing.
- (b) For *accidents* resulting in sick leave *you* are required to report such an event to the Labour Department within seven days of its occurrence.
- 1.5 Policy Limit of Indemnity
- (a) In respect of any *accident* or *disease* giving rise to a claim or claims against *you* for which indemnity is provided under this section, the *Company*’s indemnity to *you* shall in the aggregate be limited to the amount specified in the Schedule as “Policy Limit of Indemnity” irrespective of the number of *domestic helper* who may sustain *bodily injury* or death consequent on or attributable to the same occurrence of *accident* or *disease*.
- (b) In relation to any liability of *you* in respect of a *disease* contracted by a *domestic helper* due to the nature of her employment with *you* which nature of employment applies during that extends over more than one Policy *Period of Insurance*:
- (i) the aggregate of the *Company*’s indemnity to *you* under all insurance policies shall not exceed the limit of indemnity of the insurance Policy that was in force at the time the nature of the *domestic helper*’s employment to which such *disease* was due first affected the *domestic helper*; and
- (ii) subject to the limitation of paragraph (b) (i) hereof, the *Company*’s indemnity to *you* under this section shall be limited to such proportion of *your* liability in respect of such *disease* as that part of the *domestic helper*’s period of employment falling within the *Period of Insurance* of this Policy bears to the total period of her employment to the nature of which such *disease* was due.
- (c) If the occurrence of any *accident* or *disease* results in indemnity hereunder to more than one Insured, the limitations of the *Company*’s liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any *accident* or *disease* giving rise to a claim or claims against *you* for which indemnity is provided under this section the *Company* may pay to *you* the full amount of the *Company*’s liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by *you* after the *Company* shall have relinquished such conduct or for any loss damage or expenses caused to *you* in consequence of any act or omission of the *Company* in connection therewith or of the *Company* relinquishing such conduct.
- 1.6 Terrorism Endorsement
Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any *bodily injury* or death by *accident* or *disease* (“the Loss”) directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act or terrorism regardless or any other cause or event contributing concurrently or in any other sequence to the Loss:
- (a) the Policy Limit of Indemnity shall be such amount which the *Company* actually receives from the Government of the *Hong Kong* Special Administrative Region of the People’s Republic of China (“the Government”) pursuant to an Agreement for Provision of Facility dated 20th November 2003 between the Government and the *Company* under which the Government agreed to make available to the *Company* and other direct insurance companies authorized to underwrite employees’

compensation insurance business in *Hong Kong* a facility to enable them to meet claims under employees’ compensation insurance policies in respect of death and *injury* arising out of an event of terrorism (“the Facility Agreement”);

- (b) the *Company* will only be required to make payment after it has received from the Government.
- (i) an approval letter confirming that the *Company* should settle the claim and
- (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the *Company* shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government’s contention that the Loss does not fall within the scope of the Facility Agreement or the *Company*’s breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the *Company* alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured. In the event any part of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Words and phrases in this Endorsement shall have the same meaning as in this Policy.

Section 2 – Temporary Helper Subsidy

During the period that *your domestic helper* is hospitalized, *we* will pay *you* a subsidy for employing a temporary helper.

Section 3 – Repatriation Costs

- 3.1 In the event of death or serious *sickness* or *bodily injury* of *your domestic helper* leading to the early termination of the employment contract, *we* will pay the necessary and reasonable cost of
- a. repatriation to his/her country of residence by normal scheduled flight (economy class) including ambulance transfer service to and from the airport subject to the attending registered medical practitioner’s confirmation that he/she is medically unfit to continue the employment.
- b. post-mortem treatment and conveyance of body or ashes to his/her country of residence.

Section 4 – Personal Accident Cover to Your Domestic Helper

- 4.1 *We* will pay the benefits as stated in the Policy Schedule in the event of *accidental death* or *loss of limbs/sight* of *your domestic helper* caused by an *accident* with violent and external means during her rest days not in the course of and arising out of employment with *you*.
- 4.2 Benefits payable under this section shall be paid to *your domestic helper* or to her legal personal representatives in case of her death.
- 4.3 *We* will not be liable under more than one item from (a) to (f) as stated in the Policy Schedule and the Summary of Cover in respect of injuries arising out of the same *accident*.

Section 5 – Hospitalization Medical Expenses

- 5.1 *We* will pay *you* the actual expenses necessarily and reasonably incurred during *hospital* confinement by *your domestic helper* suffering *bodily injury* or *sickness*. The cause of the *bodily injury* or *sickness* must arise during the *Period of Insurance*.
- 5.2 The amount payable under this Section includes
- a. surgical anesthetic and operating room charges for the actual surgical operation (including X-rays and laboratory tests) performed in a *hospital*.
- b. expenses for in-*hospital* doctors’ visits, room and board and miscellaneous *hospital* services.

Section 6 – Out-patient Treatment and Medical Expenses

- 6.1 If *your domestic helper* necessarily seeks medical attention from a registered western medical practitioner in *Hong Kong* and *you* are responsible for the expenses actually incurred according to the terms of the written employment contract, *we* will pay *you* the outpatient medical expenses necessarily and reasonably incurred by *him/her* suffering *bodily injury* or *sickness* during the *Period of Insurance*.

- 6.2 The amount payable under this Section includes outpatient expenses for
 - a. specialists' consultation fees including drugs and medicine supplied or pathologist fees.
 - b. general practitioners' consultation fees including drugs and medicine supplied.
 - c. diagnostic X-rays and Laboratory tests.
- 6.3 Two-thirds of the actual expenses reasonably and necessarily incurred in respect of emergency dental attention by a legally qualified and registered dentist for *your domestic helper* during the *Period of Insurance*.

Section 7 – Change of Locks after Dismissal

- 7.1 *We* will pay *you* the expenses for changing *your* door lock after dismissal of *your domestic helper* due to conviction of criminal offence in *Hong Kong*.

Section 8 – Temporary Helper Subsidy after Dismissal

- 8.1 *We* will pay *you* the expenses for employing a temporary helper after dismissal of *your domestic helper* due to conviction of criminal offence in *Hong Kong*.

The Maximum Limit *we* will pay under Section 1 to Section 8 shall be subject to the amount as stated in the Policy Schedule and the Summary of Cover.

Part III – Exclusions

Section 1 to Section 4

1. *We* are not liable for liability arising directly or indirectly from
 - a. any agreement unless the liability would have existed without the agreement.
 - b. any person who is not an "Employee" within the meaning of the *law*.
 - c. Pneumoconiosis, Mesothelioma or Noise-Induced Deafness.
2. *We* will not pay
 - a. any sum which *you* would have been entitled to recover from any party had it not been for an agreement made between *you* and such party.
 - b. any late payment surcharge imposed on *you* under the *law*.

Section 4 to Section 6

3. *We* will not pay any benefit if the death or *bodily injury or sickness* of *your domestic helper* is caused by
 - a. insanity under the influence of alcohols or drugs, committing suicide, any act of intentional self-injury, self-exposure to unnecessary danger or taking part in riot, civil, labour or political disturbance.
 - b. participating in motor cycling, racing (except on foot), flying (other than being a fare-paying passenger), hunting, playing polo, mountaineering, diving, parachuting, hang-gliding, dangerous sports or professional sports.
 - c. directly or indirectly, Acquired Immune Deficiency Syndrome (AIDS) and AIDS related conditions or disease, sexually transmitted disease, pregnancy, miscarriage, childbirth or related complications.

Section 5 to Section 6

4. *We* are not liable to pay any expenses
 - a. incurred within 15 days, due to *sickness*, from the effective date of the cover provided to *your domestic helper* or *your replacement domestic helper* under this Policy.
 - b. in respect of cosmetic or plastic surgery or optical consultation or treatment or the provision of hearing aids or wigs unless necessitated by an *accident* caused by violent and external means arising during the *Period of Insurance*.
 - c. for any treatment not recommended by or undertaken by a Registered Medical Practitioner.
 - d. in respect of any medical conditions existing prior to the commencement of this insurance including an operation which is pending or any treatment being given before the effective date of this insurance.
 - e. for any treatment undertaken in nature cure clinics or hydros.
 - f. in respect of routine examinations or health check-up unconnected with treatment of *bodily injury or sickness*.
 - g. in respect of any teeth scaling polishing or cleaning and crowning and cost of any bridges braces and dentures.

Section 7 to Section 8

5. *We* will not pay any benefits if the conviction of criminal offence of *your domestic helper* is due to or caused by *your* instruction or intentional act.

Section 1 to Section 8

6. *We* are not liable for any liability or claims or medical expenses or benefits if the *bodily injury or sickness* is sustained outside *Hong Kong*.
7. *We* are not liable for any expenses directly or indirectly caused by or contributed to by or arising from
 - a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b. ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any consequential loss and for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
 - c. nuclear weapons materials.

Part IV – Conditions

1. Policy Terms and Conditions

You and *your domestic helper* covered under this Policy must comply with its terms and conditions.

2. Alteration in Risk

You must notify *us* immediately or before renewal of the Policy of any changes in health or work activities of *your domestic helper* which materially affect this insurance.

3. Precaution

Your domestic helper must take all reasonable steps to prevent *bodily injury or sickness* and *you* must comply with applicable statutory obligations.

4. Claim Procedures

When *you* become aware of a possible claim under this Policy *you* must notify *us* in writing as soon as reasonably possible but always within 30 days of any event likely to cause a claim and shall provide at *your* own expenses all certificates, information or assistance that *we* may require. Any writ, summons or other legal document served on *you* or *your* legal personal representative in connection with a possible claim must be sent to *us* immediately. *You* must not answer any correspondence without *our* consent and no admission of liability or promise or payment may be made by *you* without *our* written agreement.

5. Insurer's Rights

- 5.1 *We* are entitled to take over and conduct the defence or settlement of a claim against *you* by *your domestic helper* at *our* discretion. *We* may at any time pay the Maximum Limit under the Policy after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct or control of the claim and be under no further liability in respect of it. *We* are also entitled to use *your* name to enforce recovery rights against any other person before or after *we* have paid a claim.
- 5.2 *We* are entitled to call for an examination on *your domestic helper* by a medical referee appointed by *us* or a post-mortem examination if death occurs.

6. Other Insurance

If any claim covered under any section of this Policy is also covered by other insurance or source, *we* will pay only the amount in excess of the amount recovered or recoverable from such other insurance or source.

7. Cancellation

We may cancel this Policy by writing to you at your last known address confirming that cover will cease 7 days after the date of our letter and you will receive a pro-rata refund of premium for the unexpired period of cover. You can cancel the Policy at any time and we will charge a premium at our short period rates for the period the Policy has been in force subject to the minimum premium set by us. We will not refund any premium to you if a claim has arisen during the current Period of Insurance.

Period exceeding	insured	not	Short period premium
1 month			10% of the annual premium
2 months			20% of the annual premium
3 months			30% of the annual premium
4 months			40% of the annual premium
5 months			50% of the annual premium
6 months			60% of the annual premium
7 months			70% of the annual premium
8 months			80% of the annual premium
9 months			90% of the annual premium
10 months to 12 months			Full annual premium – no refund

8. Termination of cover

Benefits provided under Section 5 and Section 6 shall cease on the date when your domestic helper attains the age of 60.

9. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, the choice shall be referred to the chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

10. Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong courts and is to be construed according to the laws of Hong Kong.

11. Statement of Purpose for Collection of Personal Data

All the personal information collected or held by us, howsoever obtained, may be used by us or disclosed to any individual or organization within or outside Hong Kong for following purposes: (1) to assess and service this application, (2) to process the direct debit authorization or credit card payment and (3) to conduct insurance claims or analysis. You or the Insured Person shall have the right of access to and to request correction of any personal information concerning themselves held by us. A request for such access and correction may be made to our Personal Data Privacy Officer at 10/F, AIRSIDE, No. 2 Concorde Road, Kai Tak, Kowloon, Hong Kong

MSP03/2020 (P)

Paofong Insurance Company (Hong Kong) Limited
A subsidiary of Shanghai Commercial Bank Limited

寶豐保險(香港)有限公司
上海商業銀行附屬公司



Paofong Insurance

寶豐保險

寶豐保險 (香港) 有限公司

個人資料 (私隱) 條例 - 收集個人資料聲明 (「本聲明」)

寶豐保險 (香港) 有限公司 (「本公司」) 乃上海商業銀行有限公司的附屬公司。在本聲明內, 上海商業銀行有限公司連同任何其附屬公司、任何其直接或間接控股公司、或任何上述控股公司的任何附屬公司、聯屬公司或聯繫實體, 將統稱為「上海商業銀行集團」。

為依從個人資料 (私隱) 條例 (「條例」), 本公司特此通知閣下以下事項:

- (A) 在申請及接受保險產品及服務時, 及當本公司提供與保險產品及服務相關之其他服務時, 閣下有需要不時向本公司提供個人資料 (包括但不限於通過人工智能驅動的介面所提供的資料)。
- (B) 如閣下未能提供有關資料, 可導致本公司無法處理閣下的保險申請或向閣下提供或繼續提供保險產品及服務及/或其他相關服務。
- (C) 本公司亦可能會在日常業務運作的過程中向閣下收集資料, 例如當閣下向本公司提出保險索償、當在一般情況下以口頭或書面形式與本公司溝通, 或以其他方式進行作為本公司所提供服務一部分的交易時。收集的資料類型包括但不限於閣下的識別資料、通訊資料、財務資料、行為資料、生物識別資料、地理位置資料和從公眾渠道獲得的資料。本公司亦會向第三方 (包括閣下因本公司產品及服務的推廣及/或因申請本公司產品及服務而接觸的第三方服務供應商) 收集與閣下有關於資料。
- (D) 本公司可視乎情況不時將閣下之資料使用、處理、儲存 (不論是否透過雲端)、轉移、披露及/或交換 (不論在香港特別行政區或其他地方), 以作下述用途: -
- (i) 處理及評估保險產品及服務的申請;
 - (ii) 為閣下提供保險產品及服務及處理閣下就本公司的保險產品及服務提出的要求, 包括但不限於要求增加、更改、刪除、維持或管理保障項目或受保人, 訂立直接付款安排及保單取消、更新或復效申請;
 - (iii) 處理、判定保險索償及就索償抗辯、進行任何附帶調查及行使代位權;
 - (iv) 執行與所提供的保險產品及服務相關的功能及活動, 如核實身份、資料核對及再保險之安排;
 - (v) 製作數據及進行研究, 設計保險產品及服務以提升本公司的服務質素;
 - (vi) 推廣服務、產品及其他標的 (本公司或會因而獲得酬勞) (詳情請參閱下述第(I)段);
 - (vii) 行使本公司向閣下提供保險和服務時有關的權利, 例如釐定閣下拖欠的任何款項的金額, 及向閣下或其他為閣下的債務提供任何擔保或承諾之人士, 追收和收回拖欠的任何款項;
 - (viii) 履行根據下列適用於本公司及/或上海商業銀行集團具有約束力或適用或期望其遵守的就披露及使用資料的義務、規定或安排:
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律;
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關, 或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導;
 - (3) 本公司或上海商業銀行集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關, 或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動, 而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關, 或有關的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾;
 - (ix) 遵守上海商業銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動、欺詐及/或其他非法活動的任何方案就於上海商業銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排;
 - (x) 允許本公司的權益或業務的實際或建議承讓人、受讓人、參與人或附屬參與人, 就擬涉及的轉讓、出讓、參與或附屬參與的交易進行評估; 及
 - (xi) 一切與上述有聯繫、有附帶性及有關之用途。
- (E) 本公司會對持有之資料保密, (但若《中華人民共和國個人信息保護法》(「個人信息保護法」) 適用於本公司處理及/或使用閣下資料, 僅在獲得閣下的單獨同意的情况下) 惟可能會視乎情況將有關資料提供給下述各方作第(D)段列出的用途: -
- (i) 任何代理人、承辦人或就本公司之業務運作, 包括行政、數據處理、儲存、電訊、電腦、調查、收數、和付款服務, 或就與保險產品及服務相關之其他服務, 向本公司提供服務之第三方服務供應商 (如法律顧問、會計師、理賠調查員、公證人、醫護及復康顧問、考察員、專家、維修人員、醫療服務提供者、緊急支援服務提供者、收數公司及資料處理公司);
 - (ii) 涉及索償時之相關機構如航空公司、交通工具機構、旅行社、酒店、零售商、物業管理公司、其它保險公司、及政府機構包括警察局、消防局及入境署;
 - (iii) 任何對本公司或上海商業銀行集團任何集團公司有保密責任的其他人士, 包括對本公司有保密資料明文或指示承諾之上海商業銀行集團任何集團公司、業務伙伴或其他商號或聯營機構;
 - (iv) 閣下因申請本公司的產品及服務而選擇接觸的第三方服務供應商;
 - (v) 保險中介人、再保險中介人、再保險公司及共保險公司;
 - (vi) 本公司或上海商業銀行集團為遵守任何法律規定, 或根據法律、監管、政府、稅務、執法或其他機關, 或保險或金融服務供應商的自律監管或行業組織或協會所作出或發出對本公司或上海商業銀行集團具有約束力或適用或期望其遵守的規則、規例、實務守則、指引或指導, 或根據本公司或上海商業銀行集團向本地或外地的法律、監管、政府、稅務、執法或其他機關, 或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾 (以上不論於香港特別行政區境內或境外及不論目前或將來存在的), 而有義務或以其他方式被要求向其作出披露的任何人士;
 - (vii) 本公司的權益或業務之任何實際或建議承讓人、受讓人、參與人或附屬參與人;
 - (viii) 第三方獎賞、客戶或會員、聯營及優惠計劃供應商;
 - (ix) 本公司及/或上海商業銀行集團任何集團公司的聯營夥伴 (該等聯營夥伴的名稱會在有關服務和產品的申請表格及/或宣傳資料上列明);
 - (x) 慈善或非牟利機構; 及
 - (xi) 本公司聘用的外部服務提供者 (包括但不限於郵遞機構、電訊公司、電話銷售及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司) 作第(D)(vi)段所列的用途;
 - (xii) 任何得到閣下明確或暗示同意的人士; 及
 - (xiii) 任何與第(D)(vii)段有關人士。
- 該等資料可能被轉移至香港特別行政區境外。若個人信息保護法適用於本公司處理及/或使用閣下資料, 本公司將徵求閣下針對該等跨境傳輸活動的單獨同意。
- (F) 若個人信息保護法適用於本公司處理及/或使用閣下資料, 本公司將在和第三方共享閣下的個人資料前, 告知閣下接收方的姓名和聯繫方式、處理和提供閣下個人資料的目的和方式, 以及將要提供和分享個人資料的種類, 並徵求閣下對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本聲明下規定的具體目的所需的範圍內使用個人資料, 並在實現目的所需的最短時間內保存個人資料, 或 (若個人信息保護法適用於銀行處理及/或使用閣下資料) 按照個人信息保護法的要求。
- (G) 閣下的資料或會在本公司或上述第(E)段所述之接收資料者認為適當及有需要的香港特別行政區以外的其他司法管轄區處理、儲存及轉移或披露, 並或會根據該地的慣例、法律、法則及規定 (包括任何政府行政措施及政令)、由該司法管轄區的監管機構或其他主管當局發出的守則、指引、通告及指示處理、儲存、發放或披露資料。
- (H) 本公司收集的部分資料可能構成個人信息保護法下的「敏感個人信息」, 而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下, 本公司才會處理敏感個人信息。若個人信息保護法適用於本公司處理及/或使用閣下資料, 該等敏感個人信息將在獲得閣下的單獨同意後才進行處理。
- (I) 本公司可能把閣下的個人資料用於直接促銷, 而本公司為該用途須獲得閣下同意 (包括表示不反對), 但條例所指明的豁免情況除外。就此, 請注意:
- (i) 本公司可能把本公司不時持有閣下的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷;
 - (ii) 可用作促銷下列類別的服務、產品及促銷標的:
 - (1) 保險、財務、信用卡、銀行及相關服務和產品;
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務和產品;
 - (3) 由本公司及/或上海商業銀行集團任何集團公司的聯營夥伴提供的服務和產品 (該等聯營夥伴的名稱會於有關服務及產品 (視情況而定) 的申

請表格及/或宣傳資料上列明)；及

- (4) 為慈善及/或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷標的可能由本公司及/或下列各方提供或(就捐款及捐贈而言)徵求：
- (1) 上海商業銀行集團任何集團公司；
 - (2) 第三方獎賞、客戶或會員、聯營或優惠計劃供應商；
 - (3) 本公司及/或上海商業銀行集團任何集團公司的聯營夥伴(該等聯營夥伴的名稱會於有關服務及產品(視情況而定)的申請表格及/或宣傳資料上列明)；及/或
 - (4) 慈善或非牟利機構；
- (iv) 除由本公司促銷上述服務、產品及促銷標的以外，本公司亦擬將上述第(I)(i)段所述的資料提供予上述第(I)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本公司為此用途須獲得閣下書面同意(包括表示不反對)；
- (v) 本公司可能因如上述第(I)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本公司會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本公司會於上述第(I)(iv)段所述徵求閣下同意或不反對時如是通知閣下。

如閣下不希望本公司如上述使用閣下的個人資料或將閣下的個人資料提供予其他人士作上述直接促銷用途，閣下可隨時通知本公司行使閣下的選擇權拒絕促銷，此項安排不另收費。閣下可根據本聲明第(K)段所提供的聯絡方法以書面向本公司的個人資料保護主任提出有關要求，或於有關的申請表格內向本公司表達閣下拒絕促銷的意願(如適用)。

- (J) 本公司或其第三方服務供應商可能會應用大數據分析和人工智能處理、分析或預測資料當事人的資料/結果，以實現上述第 D 段所列出的用途。本公司亦可能應用大數據分析和人工智能促進自動化決策，以提升客戶服務及體驗、加強風險管理及合規、提供個人化產品或服務，以及改善營運效率。
- (K) 根據條例中之條款，及(若個人信息保護法適用於本公司處理及/或使用閣下資料)信息保護法，閣下有權：
- (1) 向本公司查核是否持有閣下的個人資料及查閱及(若個人信息保護法適用於本公司處理和/或使用閣下的資料)複製該等資料；
 - (2) 要求本公司更正有關閣下不準確之資料；
 - (3) 查明本公司對個人資料之政策及慣例、及獲告知本公司持有之個人資料種類；
 - (4) 若個人信息保護法適用於本公司處理及/或使用閣下資料，要求本公司刪除閣下的個人資料；
 - (5) 若個人信息保護法適用於本公司處理及/或使用閣下資料，反對以某種特定方式使用閣下個人資料；
 - (6) 若個人信息保護法適用於本公司處理及/或使用閣下資料，要求對處理閣下個人資料的規則進行解釋說明；
 - (7) 若個人信息保護法適用於本公司處理及/或使用閣下資料，且滿足個人信息保護法的要求的情況下，要求本公司將閣下向本公司提供的個人資料轉移給閣下選擇的第三方；
 - (8) 若個人信息保護法適用於本公司處理及/或使用閣下資料，撤回對收集、處理或轉移閣下個人資料的同意(閣下應注意，閣下撤回其同意可能導致本公司無法提供保險服務)，個人資料的保存時間將不超過為貫徹該等資料於被收集時的目的及不時為符合法定、監管及會計的規定而所需的時間；和；
 - (9) 若個人信息保護法適用於本公司處理及/或使用閣下資料，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。
 - (10) 若個人信息保護法適用於本公司處理和/或使用客戶資料，客戶死亡後處理其個人資料的近親屬可以要求對死者的個人資料進行查閱、複製、更正及/或刪除等。

閣下如欲行使有關權利，請以書面經以下聯絡方法向本公司的個人資料保護主任提出：

寶豐保險(香港)有限公司資料保護主任，香港九龍啟德協調道2號 AIRSIDE 10樓

傳真：(852) 2626 0704

- (L) 根據條例的條款，及(若個人信息保護法適用於本公司處理及/或使用閣下資料)個人信息保護法允許的情況下，本公司有權就處理任何查閱或更改資料之要求收取合理費用。
- (M) 閣下明白其與本公司職員的電話談話內容可能被錄音及用作證據，而本公司並不會再另行通知。
- (N) 本公司只會根據上述任何用途上的合理需要或適用法例或規例或規定的期間保存閣下的個人資料。
- (O) 本聲明不會限制閣下在條例和個人信息保護法下所享有之權利。
- (P) 本聲明的中英文版如有歧異，概以英文版為準。
- (Q) 本聲明會由本公司不時修訂、更改或更新，並成為閣下與本公司或將與本公司訂定之所有合約、協議、及其他約束性安排之一部份。

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生效日期：01/02/2026



Paofong Insurance
寶豐保險

Paofong Insurance Company (Hong Kong) Limited Personal Data (Privacy) Ordinance – Personal Information Collection Statement (the “PICS”)

Paofong Insurance Company (Hong Kong) Limited (the “Company”) is a subsidiary of Shanghai Commercial Bank Limited, which, together with any of its subsidiaries, any of its direct or indirect holding company, or any subsidiary, affiliate or associated entity of any such holding company are collectively referred to in this PICS as the “SCB Group”.

In compliance with the Personal Data (Privacy) Ordinance (the “Ordinance”), the Company would like to inform you of the following :

- (A) From time to time, it is necessary for you to supply the Company with personal data in connection with the application for insurance products and services as well as carrying out by the Company of other services relating to these insurance products and services (including without limitation, those supplied via interfaces powered by artificial intelligence).
- (B) Failure to supply such data may result in the Company being unable to process your application or to provide or continue to provide the insurance products, services and/or the other related services to you.
- (C) Data may also be collected by the Company from you in the ordinary course of the Company’s business, for example, when you lodge insurance claims with the Company, generally communicate verbally or in writing with the Company, or otherwise carry out transactions as part of the Company’s services. The types of data which may be collected include without limitation your identification data, contact data, financial data, behavioural data, biological data, geo-location data and data from public sources. The Company will also collect data relating to you from third parties, including third party service providers with whom you interact in connection with the marketing of the Company’s products and services and /or in connection with your application for the Company’s products and services..
- (D) Where applicable, the purposes for which data relating to you may be used, processed, stored (whether on the cloud or not), transferred, disclosed and/or exchanged by the Company (whether in the Hong Kong Special Administrative Region or elsewhere) are as follows: -
- (i) processing and evaluating applications for insurance products and services;
 - (ii) providing insurance products and services to you and processing requests made by you in relation to our insurance products and services, including but not limited to your requests for addition, alteration, deletion, maintenance and management of insurance benefits or insured persons, setting up of direct debit facilities as well as cancellation, renewal or reinstatement of insurance policies;
 - (iii) processing, adjudicating and defending insurance claims, conducting any incidental investigation as well as exercising the rights of subrogation;
 - (iv) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching, and reinsurance arrangement;
 - (v) preparing statistics and conducting research, and designing insurance products and services with a view to improving the Company’s service;
 - (vi) marketing services, products and other subjects (in respect of which the Company may or may not be remunerated) (please see further details in Paragraph (I) below);
 - (vii) exercising the Company’s rights in connection with provision of insurance products and services to you from time to time, for example, to determine any amount of indebtedness from you and collecting and recovering from you or any person who has provided any security or undertaking for your liability;
 - (viii) complying with the obligations, requirements or arrangements for disclosing and using data that bind on or apply to the Company and/or the SCB Group or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or the SCB Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (ix) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the SCB Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing, fraud and/ or other unlawful activities;
 - (x) enabling an actual or proposed assignee, transferee, participant or sub-participant of the Company’s rights or business to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; and
 - (xi) all other incidental and associated purposes relating to any of the above.
- (E) Data held by the Company relating to you will be kept confidential but , subject to your separate consent (insofar as the Personal Information Protection Law of the People’s Republic of China (“PIPL”) is applicable to the Company’s process and/or use of your data) the Company may provide such information to the following parties, where applicable, for the purposes set out in Paragraph (D): -
- (i) any agent, contractor or third party service provider who provides services to the Company in connection with the operation of its business including administrative, data processing, storage, telecommunications, computer, investigation, debt collection, and payment services as well as other services incidental to the provision of insurance products and services by the Company (such as legal advisors, accountants, claim investigators, loss adjusters, medical and rehabilitation consultants, surveyors, specialists, repairers, medical services providers, emergency services providers, debt collection agencies and data processing companies);
 - (ii) related parties in case of claims such as airlines, transport companies, travel agencies, hotels, retailers, property managements, other insurance companies, and government authorities including police, fire services and immigration;
 - (iii) any other person under a duty of confidentiality to the Company or any group company of the SCB Group including any group company of the SCB Group, a business partner or other merchant or affinity entity which has undertaken expressly or impliedly to keep such information confidential;
 - (iv) third party service providers with whom you have chosen to interact with in connection with your application for the products and services of the Company;
 - (v) insurance intermediaries, reinsurance intermediaries, reinsurers and co-insurers;
 - (vi) any person to whom the Company or the SCB Group is under an obligation or otherwise required to make disclosure under the requirements of any law or rules, regulations, codes of practice, guidelines or guidance given or issued by any legal, regulatory, government, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers binding on or applying to the Company or the SCB Group or with which the Company or the SCB Group is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or the SCB Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (vii) any actual or proposed assignee, transferee, participant or sub-participant of the Company’s rights or business;
 - (viii) third party reward, loyalty, co-branding and privileges programme providers;
 - (ix) co-branding partners of the Company and/or any group company of the SCB Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be);
 - (x) charitable or non-profit making organizations; and
 - (xi) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in Paragraph (D)(vi);
 - (xii) any person with the express or implied consent of you ; and
 - (xiii) any third party in connection with Paragraph (D) (vii).
- Such information may be transferred to a place outside the Hong Kong Special Administration Region. Insofar as the PIPL is applicable to the Company’s process and/or use of your data, we will obtain your separate consent in relation to such international transfers.
- (F) To the extent required under the PIPL, the Company will, prior to sharing your personal data with third parties, notify you of the name and contact details of the recipients, the purposes and means of processing and provision of your personal data, and the types of personal data to be provided and shared, and obtain your separate consent to the sharing of your personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this PICS and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Company’s process and/or use of your data, in accordance with the PIPL.
- (G) Your data may be processed, stored and transferred or disclosed in and to another jurisdiction outside the Hong Kong Special Administrative Region as the Company or data recipient referred to in Paragraph (E) considers appropriate and necessary. Such data may also be processed, stored, released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders), codes, guidelines, circulars and directions issued by regulatory or other authorities in such jurisdiction.
- (H) Some of the data collected by the Company may constitute sensitive personal data under the PIPL. The Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Company’s process and/or use of your data, such sensitive personal data will be processed with your separate consent.
- (I) The Company may use your personal data in direct marketing. Save in the circumstances exempted in the Ordinance, the Company requires your consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of you held by the Company from time to time may be used by the Company in direct marketing;
 - (ii) the following classes of services, products and subjects may be marketed:
 - (1) insurance, financial, credit card, banking and related services and products;

- (2) reward, loyalty or privileges programmes and related services and products;
- (3) services and products offered by the co-branding partners of the Company and/or any group company of the SCB Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be); and
- (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (1) any group company of the SCB Group;
 - (2) third party reward, loyalty, co-branding or privileges programme providers;
 - (3) co-branding partners of the Company and/or any group company of the SCB Group (the names of such co-branding partners can be found in the application form(s) and/or promotional material for the relevant services and products, as the case may be); and/or
 - (4) charitable or non-profit making organizations;
- (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in Paragraph (I)(i) above to all or any of the persons described in Paragraph (I)(iii) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose;
- (v) The Company may receive money or other property in return for providing the data to the other persons in Paragraph (I)(iv) above and, when requesting your consent or no objection in Paragraph (I)(iv) above, the Company will inform you if it will receive any money or other property in return for providing the data to the other persons.

If you do not wish the Company to use or provide to other persons your personal data for use in direct marketing as described above, you may, at any time and without charge exercise your opt-out right by notifying the Company. You may write to the Data Protection Officer of the Company at the address or fax number provided in paragraph (K) below, or provide the Company with your opt-out choice in the relevant application form (if applicable).

- (J) The Company or its third party service providers may use big data analytics and artificial intelligence (BDAl) to process, analyse or predict data / result relating to the data subjects to achieve the purposes listed in paragraph D above. The Company may also use BDAl to facilitate automated decision-making for enhancing customer services and experiences, strengthening risk management and compliance, offering personalized products and services, as well as improving operational efficiency
- (K) Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of your data) the PIPL, you have the right :-
 - (1) to check whether the Company holds personal data about you and of access to and (insofar as the PIPL is applicable to the Company's process and/or use of your data) to copy such data;
 - (2) to require the Company to correct any data relating to you which is inaccurate;
 - (3) to ascertain the Company's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Company.
 - (4) insofar as the PIPL is applicable to the Company's process and/or use of your data, to request the Company to delete your personal data;
 - (5) insofar as the PIPL is applicable to the Company's process and/or use of your data, to object to certain uses of your personal data;
 - (6) insofar as the PIPL is applicable to the Company's process and/or use of your data, request an explanation of the rules governing the processing of your personal data;
 - (7) insofar as the PIPL is applicable to the Company's process and/or use of your data, to ask that the Company transfer personal data that you have provided to the Company to a third party of your choice under circumstances as provided under the PIPL;
 - (8) insofar as the PIPL is applicable to the Company's process and/or use of your data, to withdraw any consent for the collection, processing or transfer of your personal data (you should note that withdrawal of your consent may result in the Company being unable to provide you with insurance services), such personal data will not be kept longer than necessary for the fulfillment of the purposes of the personal data at the time when they are collected and for compliance with the legal, regulatory and accounting requirements from time to time; and ;
 - (9) insofar as the PIPL is applicable to the Company's process and/or use of your data, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.
 - (10) insofar as the PIPL is applicable to the Company's process and/or use of customer's data, close relatives handling the personal data of a deceased customer may request actions such as accessing, copying, correcting and/ or deleting the deceased's personal data.

Such requests can be made in writing to the Data Protection Officer of the Company at the following address or fax number :

The Data Protection Officer, Paofoong Insurance Company (Hong Kong) Limited, 10th Floor, AIRSIDE, No. 2 Concorde Road, Kai Tak, Kowloon, Hong Kong
 Fax : (852) 2626 0704

- (L) In accordance with the terms of the Ordinance, and (insofar as the PIPL is applicable to the Company's process and/or use of your data) as permitted under the PIPL, the Company has the right to charge a reasonable fee for the processing of any data access or correction request.
- (M) You acknowledge that telephone calls with the Company's staff may be recorded and used as evidence by the Company without further notice.
- (N) The Company keeps your personal data only for a period reasonably necessary for any of the above purposes or as prescribed by the applicable laws or regulations.
- (O) Nothing in this PICS shall limit your rights under the Ordinance and the PIPL.
- (P) In the event of any inconsistency between the English and Chinese versions of this PICS, the English version shall prevail.
- (Q) This PICS as may be revised, amended or updated from time to time shall be deemed an integral part of all contracts, agreements, and other binding arrangements which you have entered into or intend to enter into with the Company.

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 Effective Date: 1 Feb, 2026

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